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NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendant  
STANDARD INSURANCE COMPANY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

DENNIS H. DOSS,

Plaintiff,

vs.

STANDARD INSURANCE COMPANY,

Defendant.

Case No. SACV13-01881 JVS (JPRx)

**ORDER GRANTING STIPULATION  
RE CONFIDENTIALITY AND  
PROTECTIVE ORDER  
GOVERNING PRODUCTION OR  
OTHER DISCOVERY OF PORTIONS  
OF STANDARD INSURANCE  
COMPANY'S CLAIMS MANUAL**

Complaint Filed: December 3, 2013

**ORDER**

GOOD CAUSE APPEARING, and pursuant to the agreement of the parties and their Stipulation Re: Confidentiality and Protective Order Governing Production or Other Discovery of Portions of Standard Insurance Company's Claims Manual, the following confidentiality and protective order shall be in force in this matter.

1. This Confidentiality and Protective Order (the "Order") shall govern the designation and handling of documents, records, or information containing or concerning confidential or proprietary non-public, commercial, financial, trade secret and/or private information produced by Standard in this lawsuit.

2. Pursuant to this Order, Standard Insurance Company's ("Standard") Claims Manual and/or any documents, records, materials and/or information contained therein,

1 including but not limited to the Index and/or Tables of Contents, are designated as  
2 “Confidential.”

3 3. The term “Confidential Information” as used herein shall mean any and all  
4 documents, records, materials, and/or information contained and/or set forth in Standard’s  
5 Claims Manual.

6 4. The production of the Claims Manual and each Index will be conducted as  
7 follows:

8 (a) Standard will produce the Table of Contents of the Claims Manual to  
9 Plaintiff Dennis H. Doss (“Plaintiff”). The Tables of Contents are also considered  
10 Confidential and all information within the Tables of Contents is Confidential Information  
11 and falls within the purview of this Order.

12 (b) Plaintiff will then select from the Table of Contents the portions of the  
13 Claims Manual that he believes are relevant to this action and that he wishes to be  
14 produced.

15 (c) To the extent that the parties can agree on what portions of the Claims  
16 Manual are relevant to this action, those relevant portions will be produced by Standard,  
17 pursuant to the terms and conditions of this Order.

18 (d) As to the documents that are not produced due to a dispute between the  
19 parties over the relevance of said documents, or for any other ground, the parties will  
20 submit such dispute to the Court for resolution, pursuant to Local Rule 37. Any portion of  
21 the Claims Manual, and the contents therein, that is produced following such a dispute,  
22 pursuant to Court Order or for any other reason, shall remain Confidential as described  
23 within this Order, and remain within the purview of this Order.

24 5. Unless otherwise ordered by the Court in this action, the portions of  
25 Standard’s Claims Manual, and any documents, records, or information contained therein  
26 that are produced, will be held by Plaintiff or the receiving party solely for use in  
27 connection with this litigation and will be maintained and disclosed only in accordance  
28 with this Order.

1           6.     Except with Standard's prior written consent, or upon prior order of this  
2 Court obtained upon notice to counsel for all parties, Standard's Claims Manual, and/or any  
3 documents, records, materials and/or information contained therein, shall not be disclosed  
4 by any party to any person other than:

- 5                   (a)     Plaintiff;
- 6                   (b)     Plaintiff's counsel in this litigation;
- 7                   (c)     employees or independent contractors of Plaintiff's counsel in this  
8 litigation;
- 9                   (d)     the Court and court personnel, including stenographic reporters as  
10 necessarily incident to the preparation for trial of this action;
- 11                   (e)     noticed or subpoenaed deponents and their counsel;
- 12                   (f)     any person identified as having authored or previously reviewed or  
13 received Standard's Claims Manual, and any documents, records, or information contained  
14 therein; and
- 15                   (g)     prospective witnesses and/or other persons who, in the judgment of  
16 Plaintiff, require Standard's Claims Manual, and any documents, records, or information  
17 contained therein, for the purpose of preparing their testimony in this litigation, preparing  
18 for trial in this litigation, or advising and assisting counsel in connection with the  
19 processing of this litigation.

20           Standard's Claims Manual, and/or any documents, materials, records, and/or  
21 information contained therein, may be shown to any person listed in subparagraph (g) of  
22 this paragraph only after such person has been shown a copy of this Order and advised of  
23 its terms, and only after such person executes a copy of the form of certification attached to  
24 this Order as Exhibit "A" (the "Certification"). Subject to the provisions of paragraph 7,  
25 below, Standard may, however, disclose Standard's Claims Manual, and any documents,  
26 materials, records, and/or information contained therein, to any person or entity, with or  
27 without any conditions to such disclosure, as Standard deems appropriate.

28

1           7.     Plaintiff's counsel shall maintain complete records of every original signed  
2 Certification obtained from any person pursuant to paragraph 6. These Certifications need  
3 not be disclosed to the opposing parties absent further order of the Court.

4           8.     Any person receiving or viewing Standard's Claims Manual, or any  
5 documents, records, or information contained therein, shall not reveal the information to, or  
6 discuss the contents of the information with, any person who is not entitled to receive such  
7 information as set forth herein.

8           9.     If any information designated "Confidential," including Standard's Claims  
9 Manual, and/or any documents, records, materials and/or information contained therein is  
10 included in any papers to be filed in Court, such papers shall be accompanied by an  
11 application to file the papers or the confidential portion thereof (if such portion is  
12 segregable) under seal in accordance with Local Rule 79-5. The application shall be  
13 directed to the judge to whom the papers are submitted. Pending the ruling on the  
14 application, the papers or portion thereof subject to the sealing application shall be lodged  
15 under seal.

16          10.    In the event that a dispute arises between the parties regarding the procedures  
17 set forth in this Order, and/or a party's compliance with such procedures or this Order, the  
18 parties shall first attempt to resolve the dispute in good faith, in compliance with Local Rule  
19 37-1. If the dispute cannot be resolved, either party may seek appropriate relief from the  
20 Court, pursuant to Local Rule 37.

21          11.    All provisions of this Order restricting the communication or use of  
22 Confidential Information shall continue to be binding after the conclusion of this action  
23 unless subsequently modified by agreement between the parties or further order of the  
24 Court. No modification by the parties will have the force or effect of a court order without  
25 the Court's approval.

26          12.    This Protective Order has no effect upon, and its scope shall not extend to,  
27 Standard's use of its Claims Manual and/or any documents, records, materials and/or  
28 information contained therein.

1           13. Producing, receiving or reviewing Standard's Claims Manual and/or any  
2 documents, records, materials and/or information contained therein, and/or otherwise  
3 complying with the terms of this Protective Order shall not:

4           (a) prejudice in any way the rights of either party to object to the  
5 production of other documents, records, materials and/or information it considers not  
6 subject to discovery or otherwise protected from or limited in discovery on the basis of  
7 privilege or otherwise; or

8           (b) prejudice in any way the rights of either party to seek a court  
9 determination whether such other documents, records, materials and/or information should  
10 be produced; or

11           (c) prejudice in any way the rights of a party to apply to the Court for any  
12 additional protection with respect to the confidentiality of other documents, records,  
13 materials and/or information as that party may consider appropriate.

14           14. After the final termination of this action, including all appeals, Standard's  
15 Claims Manual, and/or any documents, records, materials and/or information contained  
16 therein, and all copies made thereof shall, at the option of the parties holding such  
17 information, either (a) be returned within sixty (60) days to Standard, or (b) be destroyed,  
18 and a certificate to that effect shall be provided to Standard. However, any work product  
19 (as defined under applicable law), pleadings, deposition transcripts or trial exhibits in this  
20 action may be retained by counsel, subject to the terms of this Order. The Court and any  
21 Court personnel shall be excluded from this Condition.

22           15. This Order shall govern the production, handling and dissemination of  
23 Standard's Claims Manual, and/or any documents, records, materials and/or information  
24 contained therein, and all copies made thereof prior to trial. After the pretrial conference,  
25 the parties shall meet and confer regarding the confidentiality of information to be used at  
26 trial and documents designated as trial exhibits and, if necessary, agree upon a method for  
27 maintaining the confidentiality of such information and documents at trial.  
28

1           16. Entry of this Order shall be without prejudice to any application for relief  
2 from any restriction contained herein or for any order compelling or further restricting the  
3 production, exchange, or use of any document, testimony, interrogatory response, or other  
4 information produced, given, or exchanged in the course of pretrial discovery in this action.

5           17. This Order does not operate as an agreement by any party to produce any or  
6 all documents and/or information demanded or requested by another party. Nothing herein  
7 shall be deemed to waive any applicable objection and/or privilege or be construed as an  
8 acknowledgment of the applicability of any objection and/or privilege.

9           18. All persons bound by this Order are hereby notified that if this Order is in any  
10 manner violated, the person or entity who commits such violation may be subject to such  
11 sanctions as the Court, on motion and after a hearing, deems just. There shall be no other  
12 remedy, penalty or damages imposed on or recoverable from the parties, their attorneys,  
13 representatives, or assigns, or any cause of action or penalty arising out of a violation of this  
14 Order except as stated herein.

15           19. The Court retains jurisdiction to make such amendments, modifications, and  
16 additions to this Order as it may from time to time deem appropriate.

17  
18 Dated: July 28, 2014



Hon. Jean P. Rosenbluth  
Judge, United States District Court

**EXHIBIT "A"**

I, \_\_\_\_\_, hereby state and declare that I have read and understand the attached Confidentiality and Protective Order of the United States District Court for the Central District of California in the matter of *Dennis H. Doss v. Standard Insurance Company*, Case No. SACV13-01881 JVS (JPRx), and hereby agree to fully comply with the terms and conditions thereof. I further consent to the jurisdiction of the United States District Court for the Central District of California with respect to enforcement of the Protective Order.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
[City]  
\_\_\_\_\_  
[State]

By: \_\_\_\_\_

Name: \_\_\_\_\_